

376-99

04-02-1999



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Attorney Docket Number  
8412-003-999

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS  
Box Assignment  
Washington, DC 20231

Please record the attached original documents or copy thereof.

<b>1. Name of conveying party(ies):</b>  Revlon Consumer Products Corporation  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies):</b>  Name: <u>Chase Manhattan Bank</u> <u>(Successor by merger to Chemical Bank)</u>  Address: <u>270 Park Avenue, New York, NY 10017</u>  Country (if other than USA): _____	
<b>3. Nature of conveyance:</b>  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Supplement to Company Security Agreements</u>  Execution Date: <u>January 22, 1999</u>		<div>RECEIVED MAR 26 1999 COMM. OF PAT. &amp; TRADEMARKS</div>	
<b>4. Application number(s) or patent number(s):</b>  If this document is being filed together with a new application, the execution date of the application is: <u>N/A</u>  A. Patent Application No.(s) <u>See attached sheets.</u>  B. Patent No.(s) <u>5,785,959; 5,800,816; and 5,837,223.</u>  Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b>  Nancy H. Lutz, Esq. PENNIE & EDMONDS LLP 1667 K Street, N.W. Washington, D.C. 20006		<b>6. Number of applications and patents involved:</b> <u>31</u>	
		<b>7. Total fee (37 CFR 3.41):</b> .....\$ <u>1,240.00</u> Please charge to the deposit account listed in Section 8, as well as any other fees which may be due.	
		<b>8. Deposit account number:</b> <u>16-1150</u>	

DO NOT USE THIS SPACE

<b>9. Statement and signature.</b>  <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>  <u>Nancy H. Lutz</u> <u>Nancy H Lutz</u> <u>March 26, 1999</u> Name of Person Signing Reg. No. Signature Date  Total number of pages including cover sheet: <u>10</u>		
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Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignment  
Washington, D.C. 20231

04/01/1999 DWGUYEN 00000202 161150 5785959  
01 FC:581 1240.00 CH

98-17	09/143,609	8/31/98	Method For Removing Dead Surface Cells, Dirt, Oil, and Blackheads from the Skin and Related Compositions and Articles
98-13	09/134,825	8/17/98	Glass Decorating Method Using Compositions Containing N-Vinyl Lactams
98-4	09/129,922	8/5/98	Method For Improving Fade Resistance of Hair and Related Compositions
98-D-11	29/091,262	7/27/98	Pore Cleansing Strip
97-29	09/170,244	10/13/98	Compositions For Application To Keratinous Substrates and a Method For Strengthening Such Substrates
98-22	09/213,794	12/17/98	Compositions and Methods For Coloring Hair
97-50	09/118,358	7/17/98	Product Dispenser and Holder
96-25	60/098,487	8/31/98	Edge Decorated Articles and Method of Making Same Using Hot Stamping Foil
98-21	09/189,291	11/10/98	Cosmetics Container Cap With Applicator and Comb*
98-51	09/216,199	12/18/98	Water and Oil Emulsion Solid Antiperspirant/Deodorant Composition

Continued on next page.

Continuation of Q4A:

98-23	09/175,941	10/21/98	Water and Oil Emulsion Solid Cosmetic Compositions
97-24	09/175,942	10/21/98	Cosmetic Compositions Containing Polysaccharide/Protein Complexes
94-18d3	09/179,358	10/22/98	Cosmetic Compositions
96-15d1	09/196,615	10/23/98	Transfer Resistant High Lustre Cosmetic Stick Compositions
94-23d1	09/140,820	8/26/98	Glossy Transfer Resistant Cosmetic Compositions
94-23d2	09/141,313	8/27/98	Glossy Transfer Resistant Cosmetic Compositions
98-16	09/215,781	12/21/98	Gel Cosmetic Compositions
97-30	09/208,981	12/11/98	Cosmetic Compositions Containing Cross-Linkable Polymers
98-D-18	29/095,093	10/16/98	Mascara Container
98-D-17	29/095,130	10/16/98	Cosmetic Container
98-D-16	29/095,095	10/16/98	Mascara Container
98-D-15	29/095,096	10/16/98	Cosmetic Container
98-D-13A	29/098,457	12/30/98	Cosmetic Container With Color Chip
98-D-13B	29/098,480	12/30/98	Cosmetic Container With Color Chip
98-D-13C	29/098,458	12/30/98	Cosmetic Container With Color Chip

Continued on next page.

Continuation of Q4A:

<sup>142</sup> 98-D-13D	29/098,459	12/30/98	2015157 Cosmetic Container With Color Chip
97-11	09/166,811	10/6/98	Apparatus and Method For Direct Rotary Screen Printing Radiation Curable Compositions Onto Cylindrical Articles

<u>Docket</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Title</u>
97-27	08/990,907	12/15/97	Hermetically Sealed Compact (patent application acquired by assignment from Lombardi, Inc.)

SUPPLEMENT  
to  
Company Security Agreements

SUPPLEMENT (this "Supplement"), dated as of January 22, 1999, to the Company Patent Security Agreement, dated as of February 28, 1995 (as the same may be further amended, supplemented or otherwise modified from time to time, the "IP Security Agreement") made by REVLON CONSUMER PRODUCTS CORPORATION (the "Grantor") in favor of CHASE MANHATTAN BANK (successor by merger to CHEMICAL BANK) as Administrative Agent (the "Administrative Agent") for the benefit of the Lenders (the "Lenders") from time to time party to the Credit Agreement, dated as of February 28, 1995 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Revlon Consumer Products Corporation, the Borrowing Subsidiaries named therein, the banks and other financial institutions from time to time parties thereto, the Co-Agents named therein, the Managing Agents named therein, Chemical Securities, Inc., as syndication agent, Citibank, N.A., as documentation agent, and the Administrative Agent. Unless otherwise defined herein, capitalized terms which are used herein shall have the meanings assigned thereto in the Company Security Agreement, dated as of February 28, 1995, made by the Grantor in favor of the Administrative Agent (as the same may be amended, supplemented or otherwise modified from time to time, the "General Security Agreement").

WITNESSETH:

WHEREAS, pursuant to Section 2 of each of the General Security Agreement and the IP Security Agreement, and as security for the prompt and complete payment and performance when due of all of the Payment Obligations, the Grantor has granted to the Administrative Agent, a first priority continuing security interest (subject to the Liens permitted under Section 11.3 of the Credit Agreement) in all of its rights, title and interest in, to and under, certain of its properties and assets;

WHEREAS, the IP Security Agreement has been recorded in the United States Patent and Trademark Office at Reel 7377, Frame 456-475;

WHEREAS, it is a requirement under the Credit Agreement and a condition precedent to the continuing obligations of the Lenders to make their respective extensions of credit thereunder that the Grantor provide the Administrative Agent with a first priority, perfected security interest in the intellectual property described herein;

NOW THEREFORE, the Grantor hereby undertakes as follows:

I. Supplement to Schedule: Acknowledgement of Security Interest. Schedule 1 to the IP Security Agreement is hereby amended and supplemented by adding thereto each of the Patents listed on Schedule 1 hereto. Without derogation of the security interests granted pursuant

to the General Security Agreement and the IP Security Agreement, the Grantor hereby acknowledges that it is granting to the Administrative Agent a continuing Lien on and security interest in the Patents listed on Schedule 1 of this Supplement.

II. Matters Relating to General Security Agreement. The Grantor hereby acknowledges and agrees that, in addition to the amendments and supplements to the IP Security Agreement granted hereby, the General Security Agreement hereby is amended to include each of the Patents listed on Schedule 1 hereto as Collateral (as defined therein) thereunder.

III. Representations and Warranties. The Grantor hereby represents and warrants that the representations and warranties contained in Section 3 of the General Security Agreement are true and correct in all material respects on the date of this Supplement after giving effect to the amendment and supplement of the General Security Agreement in accordance with the terms hereof.

IV. Integration. This Supplement is supplemental to the General Security Agreement and the IP Security Agreement, forms a part of each and is subject to the terms thereof.

V. No Other Supplementing Information. Each of the General Security Agreement and the IP Security Agreement, as amended and supplemented by this Supplement, shall continue to be and shall be in full force and effect in accordance with its respective terms.

**VI. GOVERNING LAW. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

VII. Expenses. The Grantor agrees to pay or reimburse the Administrative Agent and the Lenders parties to the Credit Agreement for all of their out-of-pocket costs and expenses incurred in connection with the development, preparation, execution and recording of this Supplement, including, without limitation, the reasonable fees and disbursements of counsel to the Administrative Agent.

IN WITNESS WHEREOF, the undersigned has caused this Supplement to be duly executed and delivered as of the date first above written.

REVLON CONSUMER PRODUCTS  
CORPORATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

  
**ROBERT KRETZMAN**  
Senior Vice President

**SCHEDULE 1**

**ADDITIONAL PATENTS AND PATENT APPLICATIONS:**

**PATENT APPLICATIONS FILED:**

**Docket      Serial No.      Filed      Title**

*✓ = already recorded*

✓ 98-D-10A	29/090,006	6/26/98	Star Ornament
✓ 98-D-10B	29/090,001	6/26/98	Star Ornament
✓ 98-12	29/090,327	7/6/98	Brush For Applying Hair Products
98-17	09/143,609	8/31/98	Method For Removing Dead Surface Cells, Dirt, Oil, and Blackheads from the Skin and Related Compositions and Articles
98-13	09/134,825	8/17/98	Glass Decorating Method Using Compositions Containing N-Vinyl Lactams
98-4	09/129,922	8/5/98	Method For Improving Fade Resistance of Hair and Related Compositions
98-D-11	29/091,262	7/27/98	Pore Cleansing Strip
97-29	09/170,244	10/13/98	Compositions For Application To Keratinous Substrates and a Method For Strengthening Such Substrates
98-22	09/213,794	12/17/98	Compositions and Methods For Coloring Hair
97-50	09/118,358	7/17/98	Product Dispenser and Holder
96-25	60/098,487	8/31/98	Edge Decorated Articles and Method of Making Same Using Hot Stamping Foil
98-21	09/189,291	11/10/98	Cosmetics Container Cap With Applicator and Comb*
98-51	09/216,199	12/18/98	Water and Oil Emulsion Solid Antiperspirant/Deodorant Composition

**PATENT APPLICATIONS FILED (cont'd)**

<b><u>Docket</u></b>	<b><u>Serial No.</u></b>	<b><u>Filed</u></b>	<b><u>Title</u></b>
98-23	09/175,941	10/21/98	Water and Oil Emulsion Solid Cosmetic Compositions
97-24	09/175,942	10/21/98	Cosmetic Compositions Containing Polysaccharide/Protein Complexes
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96-15d1	09/196,615	10/23/98	Transfer Resistant High Lustre Cosmetic Stick Compositions
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94-23d2	09/141,313	8/27/98	Glossy Transfer Resistant Cosmetic Compositions
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97-30	09/208,981	12/11/98	Cosmetic Compositions Containing Cross-Linkable Polymers
98-D-18	29/095,093	10/16/98	Mascara Container
98-D-17	29/095,130	10/16/98	Cosmetic Container
98-D-16	29/095,095	10/16/98	Mascara Container
98-D-15	29/095,096	10/16/98	Cosmetic Container
98-D-13A	NA	12/30/98	Cosmetic Container With Color Chip
98-D-13B	NA	12/30/98	Cosmetic Container With Color Chip
98-D-13C	NA	12/30/98	Cosmetic Container With Color Chip



**PATENT APPLICATIONS FILED (cont'd)**

<u>Docket</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Title</u>
98-D-13D	NA	12/30/98	Cosmetic Container With Color Chip
97-11	09/166,811	10/6/98	Apparatus and Method For Direct Rotary Screen Printing Radiation Curable Compositions Onto Cylindrical Articles

\* Jointly owned by Revlon Consumer Products Corporation and Bridgeport Metal Goods Manufacturing Company

**PATENT APPLICATIONS ACQUIRED:**

<u>Docket</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Title</u>
97-27	08/990,907	12/15/97	Hermetically Sealed Compact (patent application acquired by assignment from Lombardi, Inc.)

✓ = previously  
recorded

**PATENTS MATURED FROM PENDING APPLICATIONS:**

<u>Docket</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
96-11	698,585	5,785,959	7/28/98	Nail Strengthening Compositions and a Method For Strengthening Nails
✓ 98-14	893,557	5,791,482	8/11/98	Packaged Assortment of Artificial Nails
94-18	599,400	5,800,816	9/1/98	Cosmetic Compositions
✓ 95-39	640,215	5,810,023	9/22/98	Method For Styling Hair Using a Flat Disk
✓ 97-D-5	29/076,949	D396,329	7/21/98	Compact Case
✓ 97-D-2	29/071,042	D398,079	9/8/98	Compact Case
✓ 97-13A	851,711	5,829,900	11/3/98	Container For Cosmetic Stick
✓ 97-13B	851,712	5,829,901	11/3/98	Container For Cosmetic Stick**
96-15	689,588	5,837,223	11/17/98	Transfer Resistant Cosmetic Stick Compositions
✓ 96-10	819,809	5,843,193	12/1/98	Hair Dye Compositions and Process
✓ 94-23	670,827	5,849,275	12/15/98	Glossy Transfer Resistant Cosmetic Compositions
✓ 97-D-8	29/078,188	D403,470	12/29/98	Compact Case

**\*\*Jointly owned by Revlon Consumer Products Corporation and Monroe Adler Cochran**